

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

March 4, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**RES-19-003**

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 7.838± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Hsing Annexation By Eugene Hollins, Agent For The Petitioners (**Resolution, Exhibit A, Exhibit B**)

- Request to move to full Council

RES-19-004

Development

A Resolution Approving The Mayor's Appointment Of Dr. Scott Kelly To Serve A Four Year Term As A Member Of The Landmarks Commission Expiring On December 31, 2022 (**Resolution**)

- Request to move to full Council

ORD-19-015

Construction Services

An Ordinance To Authorize The Mayor To Enter Into A Contract With Columbus Asphalt Paving, Inc. For The Construction Of The 2019 Street Program Project And Declaring An Emergency (**Ordinance, Bid Recommendation**)

- Request to move to full Council

ORD-19-016

Development

An Ordinance Authorizing The Mayor To Enter Into A Demolition Agreement With The Central Ohio Community Improvement Corporation To Provide For The Demolition Of 26 West Waterloo Street And Declaring An Emergency (**Ordinance, Exhibit A**)

- Request to move to full Council

ORD-19-017

Development

An Ordinance To Accept The Dedication Of Real Property From Waterloo Crossing OP LLC (**Ordinance, Exhibit A, Exhibit B**)

- Request to move to full Council

E. Reports

Matt Peoples -

Lucas Haire -

Amanda Jackson -

F. Items for Discussion

G. Old/New Business

H. Adjournment

RESOLUTION NO. 19-003

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 7.838± ACRES OF LAND, MORE OR LESS, THE DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS “A” AND “B” FOR THE ANNEXATION KNOWN AS THE HSING ANNEXATION BY EUGENE HOLLINS, AGENT FOR THE PETITIONERS

WHEREAS, Eugene Hollins, agent for the petitioners, has filed with the Fairfield County Commissioners for annexation of 7.838 acres of land, more or less, the description and map are attached hereto as Exhibits A and B, and

WHEREAS, Eugene Hollins, as agent for the petitioners on February 25, 2019 delivered to the Clerk of the Canal Winchester City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Fairfield County and its clerk on February 21, 2019, and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That upon annexation to the City of Canal Winchester of 7.838± acres more or less as delineated on the attached Exhibits A and B, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Canal Winchester:

- (a) Water - upon acceptance of annexation
- (b) Sanitary Sewer - upon acceptance of annexation
- (c) Refuse – upon acceptance of annexation
- (d) Police – upon acceptance of annexation
- (e) Development Department services – upon acceptance of annexation

Section 2: That the Council of the City of Canal Winchester, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the annexation.

Section 3: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

Section 4: That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Fairfield County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

Section 5: That if the territory is annexed and becomes subject to zoning by the City of Canal Winchester and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Canal Winchester will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping,

fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

Section 6: That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

DESCRIPTION
ANNEXATION OF 7.838 ACRES FROM VIOLET TOWNSHIP TO THE
CITY OF CANAL WINCHESTER

Situated in Section 28, Township 15 North, Range 20 West, Congress Lands, Violet Township, County of Fairfield, State of Ohio, and being part of the Hsing hua Cheng parcel, as conveyed in Volume 1780, Page 2218 of the Official Records, all references are the Records of the Fairfield County Recorder, said parcel being further described as follows:

Commencing at the centerline intersection of King's Crossing NW and Hill Road;

Thence, North 47° 34' West, 30.0 feet, along the centerline of Hill Road, to a point;

Thence, South 42° 26' West, 69.8 feet, to the **True Point of Beginning**, for the parcel herein described;

Thence, South 42° 26' West, 551.8 feet, along the westerly right-of-way line of Hill Road to a point on the northerly line of the VBCMWC LLC, parcel, as recorded in the Volume 1589 at Page 2807 of the Official Records;

Thence, North 65° 42' West, 320.6 feet, along said northerly line of the VBCMWC parcel, to the northwest corner of said VBCMWC parcel;

Thence, South 25° 51' West, 130.0 feet, along the westerly line of said VBCMWC parcel, to a point;

Thence, South 25° 48' West, 130.0 feet, continuing along the westerly line of said VBCMWC parcel, to the southwest corner of said VBCMWC parcel, said point being on the northerly Limited Access Right of Way of U.S. Route 33, as described in the State of Ohio Deed, recorded in Volume 1323 at page 3378, of the Official Records, aka, Ohio Department of Transportation parcel 5-WL;

Thence, North 73° 01' West, 83.7 feet, along said northerly Limited right of way of U.S. Route 33, to a point on the easterly Limited Access Right of Way of Diley Road, as recorded in Volume 1323 at page 3378, of the Official Records, aka, Ohio Department of Transportation parcel 5-WL;

Thence, North 01° 45' West, 507.1 feet, along said easterly Limited right of way of Diley Road, to the southwest corner of the City of Canal Winchester parcel, as recorded in Volume 1716 at Page 1791 of the Official Records;

Thence along the existing Corporation line of Canal Winchester the following six courses;

South 85° 23' East, 275.0 feet, along the southerly line of said City of Canal Winchester parcel, to a point;

South 84° 22' East, 10.1 feet, continuing along the southerly line of said City of Canal Winchester parcel, to a point

North 04° 46' East, 125.1 feet, along the easterly line of said City of Canal Winchester parcel, to a point on the southerly line of the McDonalds Real Estate Company LLC., parcel as recorded in Volume 1641 at page 2982 of the Official Records;

South 85° 22' East, 103.2 feet, along the southerly line of said McDonalds Real Estate Company LLC parcel, to a point;

North 26° 21' East, 163.5 feet, along the easterly line of said McDonalds Real Estate Company LLC., parcel, to a point, said point being on the southerly right of way line of said King's Crossing NW, and Board of Fairfield County Commissioners parcel, as recorded in Volume 1327 at page 137 of the Official Records;

South 85° 41' East, 277.5 feet, along said southerly right of way line of King's Crossing NW to a point at the northwest corner of the Board of Fairfield County Commissioners parcel, as recorded in Volume 1323 at page 3378, of the Official Records;

Thence, South 47° 58' East, 227.8 feet, along the southwesterly line of said Board of Fairfield County Commissioners parcel, to the **True Point of Beginning**.

Containing 7.838 acres, more or less, subject to all legal highways, all limitations of public access o highways, leases, zoning regulations, easements of record and restrictive covenants.

Part of PN 037-02099.00

Bearings are based on State Plane Grid, South Zone NAD83(2011).

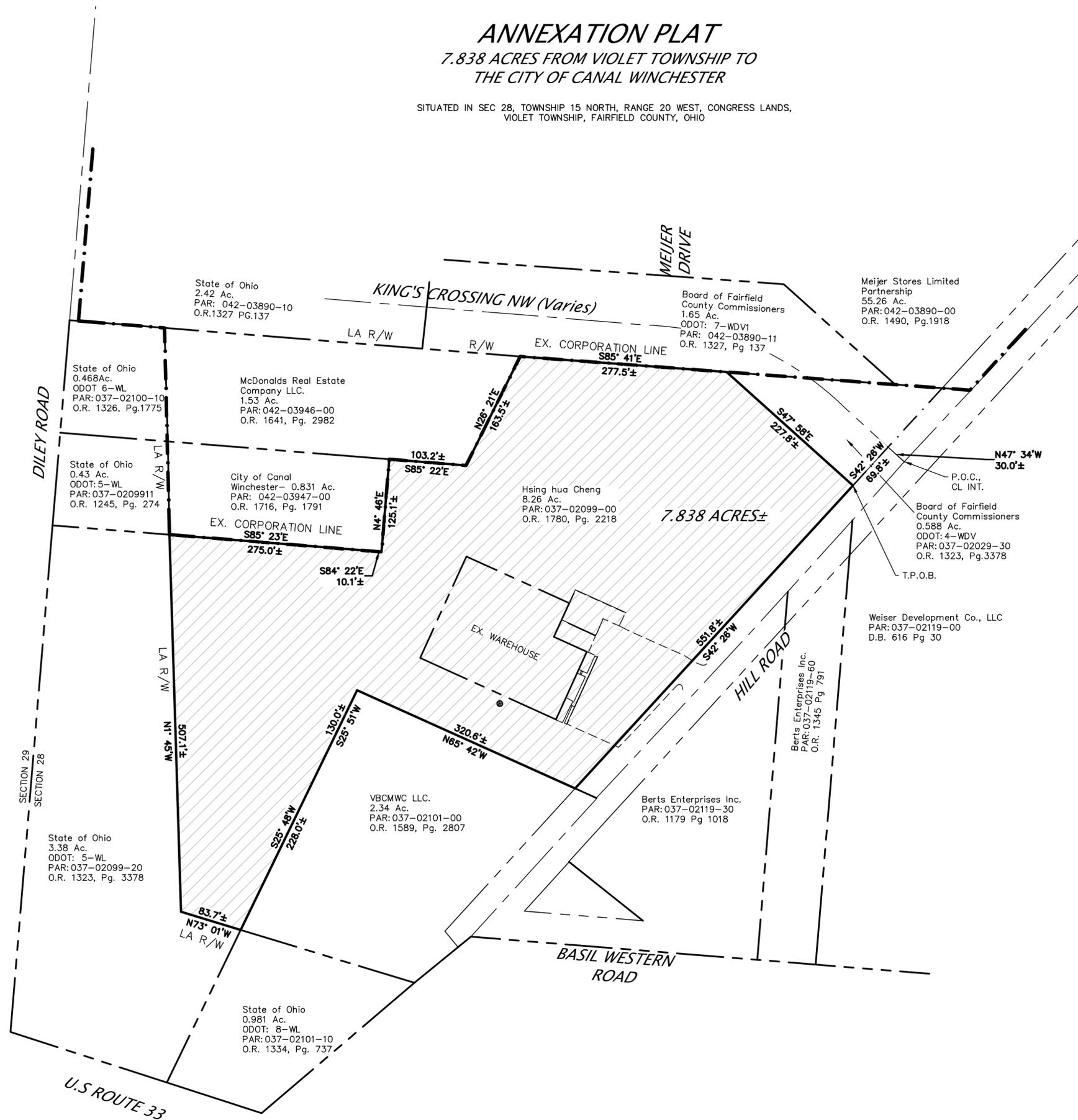
This Description is based on a survey made by Todd D. Willis in January, 2019, Reg. Surveyor No. 7996.

Phone No. 740-739-4030, Willis Engineering & Surveying.

ANNEXATION PLAT

7.838 ACRES FROM VIOLET TOWNSHIP TO
THE CITY OF CANAL WINCHESTER

SITUATED IN SEC 28, TOWNSHIP 15 NORTH, RANGE 20 WEST, CONGRESS LANDS,
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO



LEGEND

- Existing Corp. Line
- ▨ Area to be Annexed
- 5/8" Dia. Iron Pin Found
- Iron Pin Set 5/8" Dia x 30" L rebar w/Org ID Cap

BASIS OF BEARINGS
Ohio State Plane Grid, South Zone, NAD83(2011)

I hereby certify that this plat represents a true and accurate survey made under my direct supervision of the parcel herein shown and all measurements were made in accordance with Chapter 4733-37 of the Ohio Administrative Code.

Todd D. Willis, PS
Reg. No. S-7996
Willis Engineering & Surveying
740-739-4030

WILLIS ENGINEERING & SURVEYING
12512 West Bank Dr.
Millersport, OH 43046
740-739-4030

RESOLUTION NO. 19-004

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF DR. SCOTT KELLY TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION EXPIRING ON DECEMBER 31, 2022

WHEREAS, the Canal Winchester Code of Ordinances section 1139.02 provides for the establishment of the Landmarks Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to Landmarks Commission and City Council is required to approve the Mayor's appointment;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: Dr. Scott Kelly shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2022.

Section 2: That this resolution shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-015

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH COLUMBUS ASPHALT PAVING, INC. FOR THE CONSTRUCTION OF THE 2019 STREET PROGRAM PROJECT AND DECLARING AN EMERGENCY

WHEREAS, it is the recommendation of the Municipal Engineer and the Construction Services Administrator to award the contract for the 2019 Street Program Project to Columbus Asphalt Paving, Inc.; and

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Columbus Asphalt Paving, Inc. for the 2019 Street Program Project;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to enter into a contract on behalf of the City of Canal Winchester with Columbus Asphalt Paving, Inc. in the amount of \$653,569.90 for the 2019 Street Program Project.

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet a specific construction schedule; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council



February 25th, 2018

Mr. Bill Sims
Construction Services Administrator
City of Canal Winchester
36 S. High Street
Canal Winchester, OH 43110

Subject: 2019 Street Program
Summary of Bids Received and Award Recommendation

Dear Mr. Sims,

We have completed a review of the bids received on February 25th, 2019, for the above referenced project. I am providing herewith, a "Summary of Bids" received and a Bid Tabulation. A review and tabulation of the bids received reveals the lowest bidder to be Columbus Asphalt Paving, Inc. with a base bid of \$587,034.10 and an Alternate 1 Bid of \$66,535.80.

The attachments illustrate all bids received with more detail.

We have completed a review of the bids received for the above referenced project. As a basis for determining the successful bid, consideration was given to the contractor who could demonstrate a permanent place of business, possession of suitable equipment to complete the work, experience, positive performance on similar projects, and the lowest bid. Based on these criteria, Columbus Asphalt Paving, Inc. is found to be the lowest and best bidder.

It is therefore recommended that should the City choose the award the contract, the award be made to Columbus Asphalt Paving Inc. for the work described in the contract documents. Award of Alternate 1 should be at the City's discretion based on available funding.

The City is advised to conduct a legal review of the bid from the chosen contractor and to ensure that they adequately complete all forms prior to execution of the contract.

Please do not hesitate to contact me if you should have any additional questions.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in blue ink, appearing to read "Shane J. Spencer".

Shane J. Spencer, P.E.

Enclosures: 2

Copies:

Matt Peoples, Director of Public Works, City of Canal Winchester

SUMMARY OF BIDS RECEIVED

**2019 STREET PROGRAM
Bid Opening: February 15th, 2019**

<u>Contractor</u>	<u>Bidders Total – Base Bid</u>	<u>Bidders Total – Alternate Bid 1</u>
Columbus Asphalt Paving, Inc.	\$587,034.10	\$66,535.80
Strawser Paving, Inc.	\$665,189.10	\$63,009.15
Decker Construction Company	\$678,628.42	\$69,783.58
Shelly and Sands, Inc	\$689,693.30	\$69,831.25
Engineer's Estimate	\$617,000.00	\$65,000.00

ORDINANCE NO. 19-016

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEMOLITION AGREEMENT WITH THE CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION TO PROVIDE FOR THE DEMOLITION OF 26 WEST WATERLOO STREET AND DECLARING AN EMERGENCY

WHEREAS, the City desires to induce development of commercial property along West Waterloo Street; and

WHEREAS, a vacant and blighted single family home currently exists at 26 West Waterloo Street that has great potential for redevelopment; and

WHEREAS, the Central Ohio Community Improvement Corporation in its capacity as the designated land reutilization corporation for Franklin County, is in the business of demolishing vacant and blighted buildings;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Demolition Agreement with the Central Ohio Community Improvement Corporation, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Demolition Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

Section 3: That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

DEMOLITION AGREEMENT

This Demolition Agreement is made this _____ day of February 2019, by and between:

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION,
an Ohio non-profit corporation ("COCIC"),

and

CITY OF CANAL WINCHESTER, OHIO. ("Property Owner").

WHEREAS, Property Owner owns and holds title to the property known as Tax Parcel Number 184-000162 and situated at 26 West Waterloo Street, Canal Winchester, Ohio 43110 (the "Property"); and

WHEREAS, there is a vacant and blighted building on the Property, which Property Owner desires to be demolished; and

WHEREAS, COCIC, in its capacity as the designated land reutilization corporation for Franklin County, is in the business of demolishing vacant and blighted buildings; and

WHEREAS, COCIC is willing to demolish the building and other improvements on the Property under the conditions set forth below.

NOW THEREFORE, COCIC and Property Owner agree as follows:

1. **DEMOLITION AND REMEDIATION.** Using contractors it has selected, COCIC will (a) demolish the buildings, the other above-grade improvements and the associated foundations, but exclusive of those related to public utilities (the "Improvements") and (b) remediate any hazardous materials in the Improvements or released on to the Property as a result of such demolition activities, but not any other hazardous materials otherwise on, in or under the Property (collectively, the "Work"). The Work will be performed in accordance with the statutes, ordinances and regulations of the State of Ohio, the County of Franklin, the City of Columbus, and the U.S. and Ohio Environmental Protection Agencies.
2. **TREES AND LANDSCAPING.** COCIC shall have the right to remove any trees or other landscaping that it determines to be necessary or convenient for the efficient or practicable performance of the Work.
3. **PLACEMENT OF FILL.** COCIC will place fill in any excavation with standard topsoil and compact such fill using the construction equipment at the Property. Property Owner acknowledges that some settlement of the fill may later occur and that the Work does not include responding to any such settlement. Further, Property Owner acknowledges that such fill will likely not be suitable for new foundations or paving and that the Work does not include the extraordinary excavation and engineered fill or base required for foundations or paving.
4. **COMPLETION ACTIVITIES.** At the completion of the Work, all debris will be removed, all utilities previously serving the Improvements will be stubbed at the Property borders and the

portion of the Property materially disturbed by the Work will be leveled and seeded. The Work does not include the watering and other measures necessary to establish the turf.

5. **COST OF WORK.** All of the cost incurred by COCIC in the performance of the Work shall be borne by COCIC, without any reimbursement from Property Owner.

6. **DEMOLITION PERMIT.** A demolition permit will be required for the performance of the Work. COCIC will, acting through its contractor, reasonably pursue such permit. Property Owner shall, at COCIC's request, execute any permit application required by the issuing authority. COCIC shall pay any fee or post any bond required by the issuing authority. If COCIC determines that further pursuit of such permit will likely prove unsuccessful or that conditions will likely attach to such permit that are unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

7. **COMMUNITY APPROVALS.** Property Owner will reasonably pursue any such approvals, but COCIC shall generally support such effort and, at Property Owner's request, attend any meetings at which such approvals are under consideration. Property Owner and COCIC acknowledge that the necessary approvals may not be obtained without the timely and appropriate support and participation of Property Owner and COCIC. If COCIC determines that further pursuit of any such approvals will likely prove unsuccessful or that conditions will likely attach to such approval that are unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

8. **ADDITIONAL INFORMATION.** Property Owner acknowledges that COCIC is relying upon Property Owner's explanation regarding physical conditions at the Property and upon COCIC's own inspection of the same. If at any time prior to the commencement of demolition and remediation activities, COCIC determines that additional information regarding physical, environmental, engineering or other circumstances at the Property will likely cause the cost of performing the Work to be unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

9. **GOOD TITLE.** Property Owner acknowledges that COCIC is relying upon its belief that Property Owner has good and clear title to the Property and the power and authority to enter into this Agreement. If at any time prior to the commencement or during the course of the Work, COCIC determines that such title, power or authority is in doubt, then COCIC may, if demolition or remediation activities have not commenced, terminate this Agreement by notice to Property Owner, or if such activities have commenced, place the Property in a safe condition and otherwise suspend all work until such time as Property Owner has provided evidence satisfactory to COCIC of Property Owner's good and clear title, power and authority.

10. **LIABILITY.** COCIC agrees to indemnify and hold harmless Property Owner against and from any liability for claims for damages to or injury of persons or property or death of persons, arising out of COCIC's performance of this Agreement; provided, however, that COCIC shall not be liable for any claims or damages arising out of any failure of or defect in Property Owner's title, power or authority or relating to any damage or injury to the property of Property Owner. Property Owner acknowledges that it has been advised that it should consider obtaining insurance against such risk.

11. **LIENS.** COCIC agrees to indemnify and hold harmless Property Owner against and from any mechanic's and materialmen's liens filed against the Property that arise out of COCIC's performance of this Agreement.

12. CHOICE OF LAW AND VENUE. This Agreement is governed by the laws of the State of Ohio. Any claim or dispute that arises out of this Agreement, not otherwise resolved between the parties, shall be brought in the Franklin County Municipal Court or Franklin County Court of Common Pleas, and each party consents to the jurisdiction of those courts.

13. NOTICE. Any notice required or permitted to be given under this Agreement shall be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed as set forth below. Any notice returned as "unclaimed" or "refused" shall be deemed received by the addressee.

If to COCIC:

President
Central Ohio Community Improvement
Corporation
845 Parsons Avenue
Columbus, OH 43206

If to Property Owner:

Development Director
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

14. SPECIAL PROVISIONS. This Agreement is a standard form used by COCIC for its demolition and remediation activities. Any special provisions with respect to the demolition and remediation on the Property are set forth at the conclusion of this Agreement and, in the event of any conflict or inconsistency between this standard form and such special provisions, the special provisions shall control and prevail.

15. ENTIRE AGREEMENT. This represents the entire agreement between the parties and supersedes prior negotiations, representations and agreements, either written or oral. This Agreement may be amended or modified only by a written agreement signed by the parties.

IN WITNESS WHEREOF, COCIC and Property Owner have executed this Agreement, to be effective as of the date set forth in the first paragraph of this Agreement

COCIC:

CENTRAL OHIO COMMUNITY
IMPROVEMENT CORPORATION

By:


Curtiss L. Williams, Sr.

Its: President/CEO

PROPERTY OWNER:

CITY OF CANAL WINCHESTER, OHIO

By: _____

Lucas Haire

Its: Development Director

ORDINANCE NO. 19-017

AN ORDINANCE TO ACCEPT THE DEDICATION OF REAL PROPERTY FROM WATERLOO CROSSING OP LLC.

WHEREAS, Waterloo Crossing OP LLC, is the owner of property located at O Canal Street identified as Parcel Numbers 184-002666 and 184-002989 which will be intended for public use; and,

WHEREAS, Waterloo Crossing OP LLC desires to dedicate the 1.2-acre and 0.875-acre parcels of land to the City of Canal Winchester pursuant to a rezoning ordinance requirement passed as Ordinance 27-00 on June 5, 2000 for potential right-of-way and storm water purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That Council does hereby accept the 1.2-acre parcel of land described in Exhibit A and depicted in Exhibit B and accept and dedicate the 0.875-acre parcel for potential right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Waterloo Crossing OP LLC, evidencing the acceptance of the parcel and the right-of- way dedication as authorized herein.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

STATE OF OHIO

COUNTY OF FRANKLIN

LIMITED WARRANTY DEED

THIS INDENTURE is made as of _____, 2019, between **WATERLOO CROSSING OP, LLC**, an Ohio limited liability company, c/o Casto, 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 (herein called "Grantor"), and **CITY OF CANAL WINCHESTER**, an Ohio municipal corporation, 36 South High Street, Canal Winchester, Ohio 43110 (herein called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alienate, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**, reserving, however, in favor of Grantor, its successors and assigns, easements more particularly described on Exhibit "B" attached hereto and made a part hereof, for the benefit of those certain parcels described on Exhibit "D-1" attached hereto and made a part hereof.

This deed and the warranty of title contained herein are made expressly subject to the rights of tenants under unrecorded leases; the lien of all ad valorem real estate taxes and assessments not yet due and payable; local, state and federal laws, ordinances or governmental regulations, including but not limited to building and zoning laws, ordinances and regulations; all matters of record encumbering the property, including but not limited to those items set forth on Exhibit "C" attached hereto and made a part hereof; and the deed restrictions set forth on Exhibit "D" attached hereto and made a part hereof.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

WATERLOO CROSSING OP, LLC, an Ohio limited liability company

By: CRI Holdings, Inc., an Ohio corporation,
Its Managing Member

By: _____

Name: _____

Title: _____

State of Ohio
County of Franklin

The foregoing was acknowledged before me, a Notary Public, in and for said county, by _____, who is personally known to me and who is the _____ of CRI Holdings, Inc., an Ohio corporation, Managing Member of WATERLOO CROSSING OP, LLC, an Ohio limited liability company, on behalf of the limited liability company, this ____ day of _____, 2019.

Notary Public

This instrument prepared by: Louis Visco, Esq.
Casto
250 Civic Center Drive, Suite 500
Columbus, Ohio 43215

After recordation return to: Eugene L. Hollins, Esq.
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, Ohio 43215

EXHIBIT "A"

GRANTEE PROPERTY

**BOUNDARY DESCRIPTION FOR
0.875 ACRE
East of Gender Road
South of Winchester Boulevard**

Situated in the State of Ohio, County of Franklin, ~~City~~ of Canal Winchester, Section 25, Township 11, Range 21, Congress Lands and being out of the remainder of that 68.985 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056380 and described as follows:

Beginning at an iron pin set marking the easterly terminus of the northerly right-of-way line for Canal Street as shown on Plat Book 102, Page 38;

thence with said northerly right-of-way line, being a curve to the left, having a central angle of 03° 13' 24", a radius of 635.00 feet and an arc length of 35.72 feet, a chord bearing and chord distance of North 74° 56' 22" West, 35.72 feet to an iron pin set;

thence across of said 68.985 acre tract, the follow courses;

North 59° 13' 23" East, 88.41 feet to an iron pin set;

North 67° 42' 23" East, 61.89 feet to an iron pin set;

North 56° 26' 25" East, 34.02 feet to an iron pin set;

North 69° 16' 25" East, 42.09 feet to an iron pin set;

North 84° 20' 25" East, 63.43 feet to an iron pin set;

South 82° 48' 22" East, 28.46 feet to an iron pin set;

North 83° 02' 26" East, 50.37 feet to an iron pin set in a westerly line of that 24.628 acre tract conveyed to Wal-Mart Real Estate Business Trust of record in Instrument Number 200307110212169;

thence South 04° 44' 57" West, with said westerly line, 93.33 feet to an iron pin set marking the southwesterly corner thereof, in a northerly line of that 27.834 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056382;

thence South 69° 26' 03" West, with said northerly line, 332.96 feet to an iron pin set marking the southeasterly corner of Parcel 4 as shown in the deed to Waterloo Crossing Limited of record in Instrument Number 200307310240491;

thence North 20° 33' 57" West, with the easterly line of said Parcel 4, 23.95 feet to an iron pin set at the easterly terminus of the southerly right-of-way line for said Canal Street as shown on Plat Book 102, Page 38;

BOUNDARY DESCRIPTION FOR
0.875 ACRE
-Page 2-

thence North 16° 40' 19" East, with said easterly terminus of Canal Street, 70.00 feet to the *Point of Beginning*. Containing 0.875 acre, more or less, from Auditor's Parcel 184-002628.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing records and prior surveys and an actual field survey performed by EMH&T, Inc.

Bearings are based on the Ohio State Plane Coordinate System per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 2270 (Reset) and FCGS 4452, having a bearing of North 04° 44' 36" East, as established by the Franklin County Engineering Department.

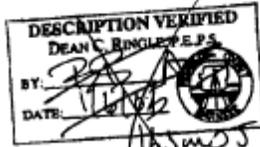
All references refer to the records of the Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

John C. Dodgion
John C. Dodgion
Professional Surveyor No. 8069



01/04/05

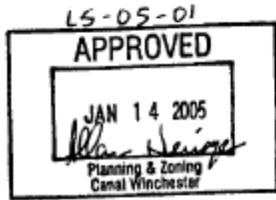


PARCEL A-1
0-046-E
ALL OF
(184)
002989



JCD:rbh/January 4, 05
0.875 acres 42274.doc

046E
SPLIT
.875 Ac
FROM
(184)
2028



**PARCEL 4
1.200 ACRE**

Situated in the State of Ohio, County of Franklin, ~~City~~ of Canal Winchester, being located in Section 25, Township 11, Range 21, Congress Lands and being all out of that 68.985 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056380 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning, for reference at Franklin County Geodetic Survey Monument Number 2270 in the common line between Sections 24 and 25, being in the centerline of Gender Road;

thence South $04^{\circ} 44' 36''$ West, with said centerline, a distance of 1196.93 feet to a point;

thence South $85^{\circ} 15' 24''$ East, across said Gender Road, a distance of 80.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of Parcel No. 3 as conveyed to The Village of Canal Winchester by deed of record in Official Record 34797E20, being the True Point of Beginning;

thence across said 68.985 acre tract, being the southerly right-of-way line of proposed Canal Street, the following courses:

South $85^{\circ} 40' 02''$ East, a distance of 226.91 feet to an iron pin set at a point of curvature of a curve to the right; and

southeasterly, with the arc of said curve (Delta = $12^{\circ} 20' 21''$, Radius = 565.00 feet) a chord bearing and distance of South $79^{\circ} 29' 51''$ East, 121.44 feet to an iron pin set in the easterly terminus of said Canal Street;

thence South $20^{\circ} 33' 57''$ East, across said 68.985 acre tract, a distance of 23.95 feet to an iron pin set in the northerly line of that 27.834 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056382;

thence South $69^{\circ} 26' 03''$ West, with the northerly line of said 27.834 acre tract, a distance of 43.67 feet to an iron pin set;

thence South $61^{\circ} 26' 36''$ West, continuing with said northerly line, a distance of 380.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of said Parcel No. 3;

thence with said easterly right-of-way line, being the easterly line of said Parcel 3, the following courses:

North $00^{\circ} 27' 15''$ East, a distance of 145.56 feet to an iron pin set;

North $07^{\circ} 36' 20''$ East, a distance of 100.12 feet to an iron pin set;

1.200 ACRE
-2-

North 31° 18' 30" East, a distance of 11.18 feet to an iron pin set; and

North 04° 44' 36" East, a distance of 4.36 feet to the True Point of Beginning, and containing 1.200 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

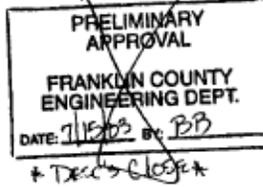
Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments FCGS 2270 & FCGS 4452 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

Parcel A-2
0-046-E
ALL OF
(184)
002666

EVANS, MECHWART, HAMBLETON & TILTON, INC.

CEW EVH 7/11/03

Clark E. White
Registered Surveyor No. 7868



SPLIT
1.200
OUT OF
(184)
2628

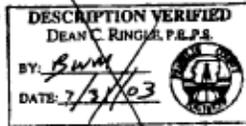


EXHIBIT "B"

RESERVED STORM WATER DRAINAGE EASEMENT

Grantor, for itself, its successors and assigns, reserves a perpetual exclusive easement ("Storm Water Drainage Easement") for the purpose of replacing, modifying, operating, accessing, and/or maintaining a storm water drainage system and/or other storm water drainage facilities (the "Storm Water Drainage System"), in, through, over and across the 1.20 acre portion of the real property described in the foregoing Exhibit "A" (the "Reserved Storm Water Drainage Easement Area"), the location of such easement area being generally depicted on Exhibit "B-1" attached hereto, together with ingress and egress thereto.

Grantor, its successors and assigns, shall have the right to ingress to and egress from the real property described in the foregoing Exhibit "A" (the "Grantee Property") occupied or to be occupied by said Storm Water Drainage System, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. Grantor, its successors and assigns, shall restore all property to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, modification, relocation, operation, inspection and maintenance of all facilities and improvements of Grantor, its successors and assigns, within the Reserved Storm Water Drainage Easement Area and rights-of-way.

EXHIBIT "B-1"

RENDERING OF RESERVED STORM WATER DRAINAGE EASEMENT AREA

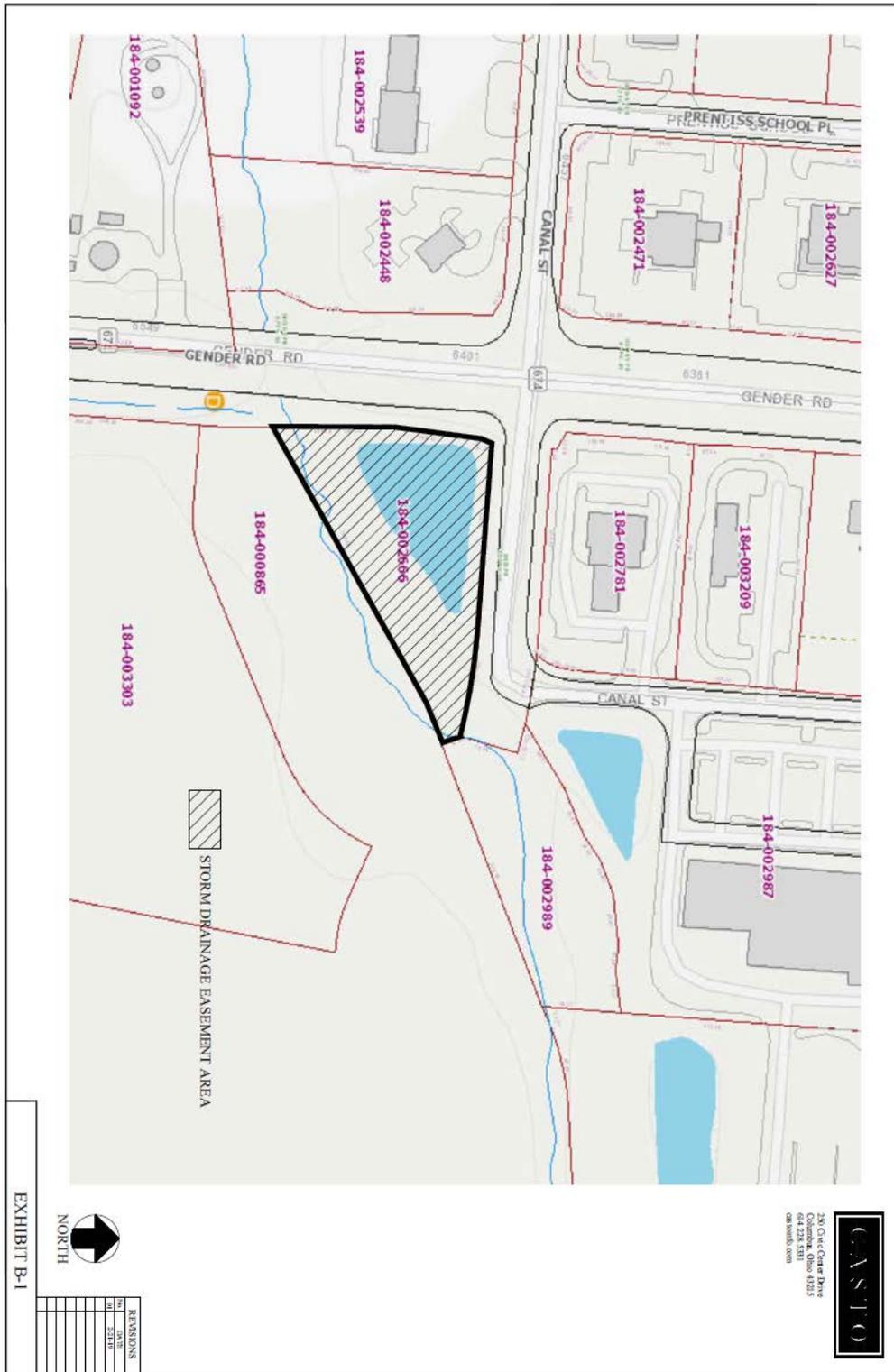


EXHIBIT "B-2"

PYLON SIGN ENVELOPE



CASTO
 200 Oak Creek Drive
 624 228 5301
 casto@casto.com



EXHIBIT B-2

DIMENSIONS	
1	231'
2	231'
3	231'
4	231'
5	231'
6	231'
7	231'
8	231'
9	231'
10	231'

EXHIBIT "C"

PERMITTED ENCUMBERANCES

1.

EXHIBIT "D"

SIGNAGE ENVELOPE DEED RESTRICTION

The Grantee Property shall be subject to the following restrictions, which shall be real covenants running with the land in perpetuity and shall be binding upon and enforceable against the Grantee Property and Grantee, its successors and assigns, and inure to the benefit of part of the real property described as the "Grantor Parcels" recorded at Recorder's Office, Franklin County, Ohio, as more specifically set forth on Exhibit "D-1", attached hereto and made a part hereof and be enforceable by Grantor, to wit:

Grantee, its successors and assigns, may landscape the Grantee Property, but shall not construct any improvements which would or might restrict Grantor's, its successors or assigns' access to or use of the Storm Water Drainage System. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Reserved Storm Water Drainage Easement Area as delineated in the Exhibits; provided however, that Grantee shall have the right to (i) construct one (1) pylon sign within the perimeters of the building envelope ("Pylon Sign Envelope") as shown on the site plan attached hereto as Exhibit "B-2" and (ii) construct the Canal Street road improvements specifically identified in those certain Crossroads Church Roadway Extension Plans prepared by ADR & Associates, Ltd. of Newark, Ohio, stamped by engineers Ronald Bonnette and Justin Hartfield on September 25, 2018 and signed by City of Canal Winchester's Municipal Engineer on October 11, 2018.

Grantee's construction of one pylon sign on the Grantee Property which would be located outside the perimeters of the Pylon Sign Envelope" shall not be commenced without first receiving Grantor's written approval of such relocated building footprint area, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, any sign constructed within the Pylon Sign Envelope shall not be subject to Grantor approval. Grantor's approval of Grantee's relocated sign footprint area shall not constitute a warranty or representation by Grantor as to the technical sufficiency or adequacy or safety of the structures or any of their component parts or of any physical condition or feature pertaining to the property described herein.

EXHIBIT "D-1"

GRANTOR PARCELS

ORD-19-017
Exhibit B

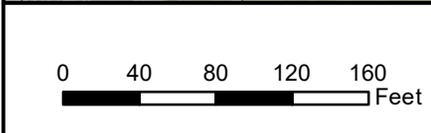


Exhibit B



OSIP Imagery